

EXHIBIT C

NOTICE OF CLASS ACTION SETTLEMENT

Goidel et al., v Aetna Life Insurance Company
 US District Court, Southern District of New York
 Case No. 1:21-cv-07619 (VSB)

**YOU MAY BE ELIGIBLE TO RECEIVE A PAYMENT
 OF APPROXIMATELY \$10,000**

The District Court for the Southern District of New York has authorized this Notice. This is NOT a solicitation from a lawyer. You have not done anything wrong. Please read this Notice carefully as it may affect your legal rights.

A proposed settlement has been reached in a class action about whether Aetna Life Insurance Company's ("Defendant," or "Aetna") health insurance policy was discriminatory and denied equal access to insurance coverage for artificial insemination to individuals in LGBTQ+ relationships in the state of New York. The lawsuit, titled *Goidel et al., v. Aetna Life Insurance Company*, Case No. 1:21-cv-07619 (VBS), is pending in the U.S. District Court for the Southern District of New York. In a class action, one or more individuals called "Named Plaintiffs" (in this case Emma Goidel, Ilana Lee, Madeleine Lee, and Lesley Brown) sue on behalf of all others who have similar claims. Aetna denies the allegations, and the Court did not rule in favor of Plaintiffs or Defendant. Rather, the parties agreed to this proposed settlement.

You have been identified as someone whose member files with Aetna Life Insurance Company ("Defendant," or "Aetna") contain a denial of a claim or precertification request for one of an agreed-upon set of qualifying artificial insemination codes, including for intracervical insemination ("ICI") or intrauterine insemination ("IUI") submitted to Defendant for services between September 1, 2017, and May 31, 2024 (the "Class Period"), and information indicating that you may be eligible to participate in the settlement ("Category A Class Member").

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS CASE	
DO NOTHING AND RECEIVE MONEY	You do not have to do anything to receive the approximately \$10,000 payment, or a proportionately reduced amount if there are more than 200 Class Members. If the Court approves the Settlement and you do not request exclusion, you will automatically receive that payment. You may also qualify automatically for the \$2,300 Default Dollars for Benefits Amount if Aetna has not already paid for artificial-insemination-related expenses (for ICI or IUI) that your plan would have covered. You will give up your right to sue Defendant for the claims resolved in this action.
SUBMIT FORMS FOR ADDITIONAL COMPENSATION OPPORTUNITIES RECEIVED BY: BAR DATE	<p>You may complete and submit an <u>Out-Of-Pocket Expense Submission</u> to potentially receive additional compensation for out-of-pocket expenses incurred as a direct result of Aetna's denial of your infertility coverage.</p> <p>You may complete and submit a <u>Miscellaneous Harm Submission</u> evidencing additional harm arising from Aetna's denial of infertility coverage that is not otherwise covered by the Settlement.</p> <p>You may complete and submit a <u>Proof of Greater Covered Care Submission</u> evidencing that the procedures you underwent would have</p>

	been reimbursed by your healthcare plan in an amount greater than the \$2,300 Default Dollars for Benefits Amount.
REQUEST EXCLUSION FROM THE CLASS RECEIVED BY: BAR DATE	You may submit a written request to be excluded from the Settlement Class (“Opt-Out Request”) according to the instructions provided in this Notice. If you opt-out, you will not receive any money but will retain the right to sue Defendant on your own for the claims resolved in this action.
OBJECT TO THE SETTLEMENT RECEIVED BY: BAR DATE	You may object to the terms of the Settlement according to the instructions provided in this Notice and have your objections heard at the date Final Approval Hearing. You cannot request exclusion and also object; you will remain a member of the Class if you choose to object to the Settlement.

Your rights and options – *and the deadlines to exercise them* – are explained in this Notice.

BASIC INFORMATION

1. WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs Emma Goidel, Ilana Lee, Madeleine Lee, and Lesley Brown (“Plaintiffs” or “Class Representatives”) filed a class action lawsuit against Aetna Life Insurance Company (“Defendant” or “Aetna”). Plaintiffs filed the lawsuit on behalf of themselves and on behalf of the group or “Class” of persons who were allegedly discriminated against and denied equal access to fertility treatments as individuals in LGBTQ+ relationships. Defendant denies these allegations.

2. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action case, one or more persons sue on behalf of other people who have similar claims. The person or persons who sue are called the Class Representatives or Named Plaintiffs. The Named Plaintiffs represent all similarly situated people in the court. The Named Plaintiffs in this lawsuit are Emma Goidel, Ilana Lee, Madeleine Lee, and Lesley Brown. The entity(s) being sued (in this case Aetna Life Insurance Company) is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

3. WHY IS THERE A SETTLEMENT?

Both sides agreed to the Settlement. By agreeing to the Settlement, the attorneys representing the Settlement Class (“Class Counsel”) and Defendant’s Counsel (“Defense Counsel”) (collectively “Counsel”) avoid the costs, delay, and uncertainty of trial, and the Settlement Class Members receive the benefits described in this Notice. The Class Representatives and their attorneys think the Settlement is best for everyone who is affected.

4. WHY DID I RECEIVE A NOTICE IN THE MAIL ABOUT THIS CASE?

You received a Summary Notice in the mail because Defendant’s records reflect that your member files contain a denial of a claim or precertification request for one of an agreed-upon set of

qualifying artificial insemination codes submitted to Defendant for services between September 1, 2017, and May 31, 2024, and information indicating that you may be eligible to participate in the settlement.

Do not be alarmed. You have not been sued; nor have you “filed” a lawsuit. This Notice and the Summary Notice that was mailed to you simply inform you of the Named Plaintiffs’ lawsuit, let you know that you have been identified as Class Member, and inform you of your rights and options as a Class Member.

5. HOW DO I KNOW IF I AM A MEMBER OF THE CLASS?

The following classes of individuals have been certified by the Court to participate.

Category A Class: Individuals whose Aetna member files contain a denial of a claim or precertification request for one of an agreed-upon set of qualifying artificial insemination codes during the Class Period and information indicating that they may be eligible to participate in the settlement.

Category B Class: Individuals whose Aetna member files contain a denial of a claim or precertification request for one of an agreed-upon set of qualifying artificial insemination codes during the Class Period, but for whom we do not have sufficient information to determine whether they may have been in an Eligible LGBTQ+ Relationship.

Category C Class: Individuals whose Aetna member files contain a claim or precertification request for one of an agreed-upon set of qualifying in vitro fertilization (“IVF”) codes during the Class Period but whose artificial insemination history cannot be determined from Aetna’s member files, and for whom we do not have sufficient information to determine whether they may have been in an Eligible LGBTQ+ Relationship, or individuals who did not submit precertification or claim requests during the Class Period because they would be denied, and nevertheless underwent artificial insemination covered by one of an agreed-upon set of qualifying ICI or IUI codes.

YOU ARE A CATEGORY A CLASS MEMBER ACCORDING TO AETNA’S RECORDS

6. WHAT IS AN ELIGIBLE LGBTQ+ RELATIONSHIP?

The Settlement Agreement defined an Eligible LGBTQ+ Relationship as a relationship involving individuals who self-identify as LGBTQ+, consisting of one individual with a uterus in a LGBTQ+ relationship with a partner who was incapable of producing sperm due to being an individual who was assigned the female sex at birth, was intersex, or was assigned the male sex at birth and had transitioned or was in the process of transitioning to the opposite gender.

7. WHAT IS THE DEFINITION OF INFERTILITY?

For purposes of the proposed Settlement, the Definition of Infertility means the definition in Aetna’s CPB No. 327 in effect when the Amended Complaint was filed, which required individuals without a sperm-producing partner to undergo 6 or 12 cycles of artificial insemination, depending

on the individual's age, in order to establish unexplained infertility and qualify for healthcare coverage of infertility services.

8. WHAT CODES ARE INCLUDED IN THIS SETTLEMENT?

The Settlement Agreement covers the following codes associated with an artificial insemination medical procedure that can lead to pregnancy:

- S4035: Artificial Insemination Menotropin
Stimulated intrauterine insemination.
- 58321: Artificial Insemination; intra-cervical
In this procedure, the provider inserts prepared live sperm into the cervical canal.
- 58322: Artificial Insemination; intra-uterine
In this procedure, the provider inserts prepared live sperm into the uterus through the cervical canal.

9. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

Aetna has agreed to create a \$2,000,000 Common Fund, which Plaintiffs' counsel has determined be used to pay an approximately \$10,000 Default Common Fund Amount to every eligible Class Member who does not request exclusion. Aetna has agreed to separately pay for Dollars for Benefits Payments, valid Proof of Greater Covered Care Submissions, Administrative Costs, Class Representative Service Awards, and Attorneys' Fees and Costs as determined by the Court. Aetna has also agreed that any funds remaining in the Common Fund after all qualifying Default Common Fund Amount payments have been dispersed will be used to compensate Class Members for Out-of-Pocket Expense Submissions and Miscellaneous Harm Submissions. If there are more than 200 Class Members, Class Members may receive less than \$10,000 according to an equal split of the \$2,000,000 Common Fund, and there will be no payments for Out-of-Pocket Expense Submissions or Miscellaneous Harm Submissions.

The complete terms of the proposed Settlement are set forth in the Settlement Agreement on file with the Court and also available at www.InfertilityInsuranceSettlement.com. This Notice is only a summary of the Settlement and in case of any conflict the terms of the Agreement will control.

SETTLEMENT BENEFITS

10. WHAT WILL I RECEIVE AS PART OF THE SETTLEMENT ?

As a Category A Class Member, you will receive an approximate \$10,000 Default Common Fund Amount payment from the Common Fund. If there are more than 200 Class Members, Class Members may receive less than \$10,000 according to an equal split of the \$2,000,000 Common Fund. You will also receive a \$2,300 Default Dollars for Benefits Amount payment if Aetna has not already paid for artificial-insemination-related expenses (for ICI or IUI) that your plan would have covered during the Class Period, for a total of approximately \$12,300.

Additional compensation opportunities may also be available. *See Question 11.*

11. HOW DO I GET A PAYMENT? ARE THERE OPTIONS?

Category A Class Members who do not request exclusion will automatically receive an approximate \$10,000 Default Common Fund Amount payment. If there are more than 200 Class Members, Category A Class Members will automatically receive an amount proportionate to an equal split of the \$2,000,000 Common Fund. If Aetna has not already paid for artificial-insemination-related expenses (for ICI or IUI) that their medical plan would have covered but for the Definition of Infertility as of May 31, 2024, Category A Class Members will also automatically receive a \$2,300 Default for Dollars for Benefits Amount payment from Aetna.

Additionally, all participating Class Members have the option to complete and submit an [Out-of-Pocket Expense Submission](#) for additional expenses incurred as a direct result of Aetna's denial of infertility coverage, and/or a [Miscellaneous Harm Submission](#) for additional or other harm experienced as a result of the denial of infertility treatment not covered elsewhere by this settlement. Documentation to support your Out-of-Pocket Expense is required. Submissions will only be eligible for payment if there are funds remaining in the Common Fund after all Default Common Fund Amount payments have been distributed. Out-of-Pocket Expense and Miscellaneous Harm Submissions will be evaluated by Special Master Hon. Steven Gold, who will divide any remaining funds in the Common Fund at his sole discretion.

All participating Class Members may also complete and submit a [Proof of Greater Covered Care Submission](#) if they underwent covered fertility treatment that would have resulted in reimbursement exceeding the \$2,300 Default Dollars for Benefits Amount by their Aetna healthcare plan during the Class Period, if not for the Definition of Infertility. Documentation evidencing the claims is required, and evaluation of the forms and eligibility for payment will be at Aetna's sole discretion.

You may complete and submit the optional compensation forms and upload your supporting documentation online at www.InfertilityInsuranceSettlement.com.

-OR-

You may complete and submit any of these forms which were mailed to you by mail, email, or fax using the contact information provided in Question 25.

The forms must be received by the Settlement Administrator on or before Bar Date.

12. WHEN WILL I GET PAID?

The Court will hold a Final Approval Hearing on hearing date to determine if the settlement is fair, adequate, and in the best interest of the Settlement Class. Payments cannot be distributed until after the Court enters a Final Approval Order and the Settlement becomes final and effective. We do not know how long this process will take. Please visit the settlement website at www.InfertilityInsuranceSettlement.com for updates on the outcome of the hearing.

EXCLUSION FROM THE SETTLEMENT CLASS

13. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want to be a member of the Class you must mail a written request to be excluded from the Damages Settlement Class (“Request for Exclusion,” or “Opt-Out Request”) to the Settlement Administrator so it is received on or before Bar Date at:

Infertility Insurance Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

To be valid, the Request for Exclusion must be in writing and include the name, date of birth, address, and social security number of the person requesting exclusion, as well as a clear statement communicating the person’s election to be excluded from the Damages Settlement Class.

Class Members who submit valid, complete, and timely Requests for Exclusion will be removed from the Class, will not be bound by the Settlement Agreement and subsequent proceedings, orders, and judgments, and will not be eligible to receive a payment from the Settlement, but will retain their rights to pursue claims against Defendant at your own risk and expense, should you choose to do so.

14. IF I DON’T EXCLUDE MYSELF, CAN I SUE AETNA FOR THE SAME THING?

No. Unless you exclude yourself, you give up the right to sue the Aetna for the claims that the Settlement resolves and will not be able to participate in other class action lawsuits against Aetna regarding the claims at issue in this case. You must exclude yourself from the Settlement Class in order to try to pursue your own lawsuit.

15. CAN I EXCLUDE MYSELF AND STILL RECEIVE A PAYMENT?

No. You will not receive a payment if you exclude yourself from the Settlement.

16. WHAT HAPPENS IF I DON’T DO ANYTHING?

If you are a Category A Class Member you do not have to do anything. You will receive an automatic approximate \$10,000 Default Common Fund Amount payment, or a proportionally reduced payment if there are more than 200 class members, and a \$2,300 Default Dollars for Benefits Amount payment if Aetna has not already paid for covered fertility treatments completed during the Class Period.

You will not be eligible for Out-of-Pocket Expenses, Miscellaneous Harm, or Proof of Greater Covered Care compensation if you do nothing.

SETTLEMENT OBJECTIONS

17. HOW DO I TELL THE COURT I DO NOT LIKE THE SETTLEMENT?

If you wish to object to the fairness, reasonableness, or adequacy of the proposed Settlement, including Class Counsel’s Attorneys’ Fees and Costs Application, **and you do not request exclusion**, you may file an objection and mail it to the Settlement Administrator, so it is received on or before Bar Date at:

Infertility Insurance Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

A written objection must include:

- Your name, address, telephone number, and email address if available,
- The name and docket number of the Action: *Goidel et al., v Aetna Life Insurance Company*, Case No. 1:21-cv-07619 (VSB),
- An explanation of your objections and specific reasons for them,
- An indication of whether the objection(s) are specific to the objector, a subset (Category) of the Class, or the entire Class,
- All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel,
- Any evidence you wish to introduce in support of each objection,
- An indication of whether you intend to speak at the Fairness Hearing.

Class Members may object on their own, or through counsel hired at their own expense. Any counsel hired by a Class Member for the purpose of objecting must serve notice of appearance on Class Counsel and Counsel for Defendant and e-file the notice of appearance using the Court's CM/ECF system so it is received by Counsel and the Court by Bar Date. See *Question 20* for more information.

18. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class or the lawsuit. You cannot request exclusion **and** object to the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

19. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Order at TIME on DATE in Courtroom # of the NAME Courthouse located at ADDRESS. At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider whether to approve Class Counsel's Attorneys' Fees and Expenses Application and the Class Representatives' Service Awards. If there are objections, the Judge will consider them. The Judge will listen to people who have asked to speak at the hearing. After the hearing, the Judge will decide whether to approve the settlement. We do not know how long the decision will take.

You are not required to attend the hearing. Updates on the status of the hearing and the Court's determination will be posted at www.InfertilityInsuranceSettlement.com when available.

20. CAN I SPEAK AT THE FINAL APPROVAL HEARING?

Class Members who submit timely written objections may appear at the Final Approval Hearing in person or through counsel retained at the Class Member's own expense.

If you intend to appear at the Final Approval Hearing on your own behalf, you must send a letter to the Settlement Administrator's office notifying the Administrator of your intent to appear. The letter must include the Class Member's name, address, telephone number, email address if available, and your signature. Send your notice of intention to appear to the Settlement Administrator so it is received on or before Bar Date at:

Infertility Insurance Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

If you retained counsel at your own expense to appear on your behalf at the Final Approval Hearing, such counsel must serve a notice of intent to appear on Class Counsel and Counsel for Defendant and e-file using the Court's CM/ECF System (<https://ecf.nysd.uscourts.gov/>) so it is received on or before Bar Date. Counsel can be notified at the following addresses:

EMERY CELLI
BRINCKERHOFF
ABADY WARD & MAAZEL
LLP
Zoe Salzman
Debra L. Greenberger
Eric Abrams
600 Fifth Avenue, 10th Floor
New York, NY 10020

NATIONAL WOMEN'S LAW
CENTER
Michelle Banker
Noel León
Alison Tanner
Sudria Twyman
Donya Khadem
1350 Eye Street NW, Suite 700
Washington, DC 20005

BAKER BOTTS LLP
Earl B. Austin
Sarah Reeves
30 Rockefeller Plaza
New York, NY 10112

CLASS COUNSEL

21. DO I HAVE A LAWYER?

The Court appointed the Class Representatives' attorneys in the Action as Counsel for the Class ("Class Counsel"). Class Counsel are Zoe Salzman, Debra L. Greenberger, and Eric Abrams of Emery Celli Brinckerhoff Abady Ward & Maazel, LLP, and Michelle Banker, Noel R. León, Alison Tanner, Sudria Twyman, and Donya Khadem of the National Women's Law Center. You are not required to hire your own attorney because Class Counsel is working on your behalf as a member of the Class. If you want to hire your own lawyer, you may do so at your own expense.

22. DO I NEED TO HIRE MY OWN LAWYER?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

23. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to award its Attorneys' Fees and Expenses Application in an amount not to exceed \$1,625,000. Class Counsel will submit the application in advance of the Final Approval Hearing. Aetna will pay all Court-approved attorneys' fees and costs and payments within 30 days of receipt of all documentation necessary to effectuate payment separate and apart from the \$2,000,000 Common Fund, Dollars for Benefits Payments, Class Representative Fees, and costs for the Administrator and Special Master.

24. ARE THE NAMED PLAINTIFFS BEING PAID TO REPRESENT THE CLASS?

Class Counsel will request Court approval of Service Award Payments to the Class Representatives in the amount of \$15,000 each as part of its Attorneys' Fees and Expenses Application. Class Counsel will submit the application in advance of the Final Approval Hearing. Aetna will pay the Court-approved Class Representatives' Service Award Payments within 30 days of receipt of all documentation necessary to effectuate payment separate and apart from the \$2,000,000 Common Fund, Dollars for Benefits Payments, Class Representative Fees, and costs for the Administrator and Special Master.

MORE INFORMATION**25. WHERE CAN I FIND MORE SETTLEMENT INFORMATION?**

Additional information about the proposed settlement, including access to Court Documents, answers to frequently asked questions and paper and online versions of Out-of-Pocket Expense Submission, Miscellaneous Harm Submission, and Proof of Greater Covered Care Submission are available at online at www.InfertilityInsuranceSettlement.com.

You may also contact the Settlement Administrator by email, telephone, fax, or mail as follows:

Email: InfertilityInsuranceSettlement@AtticusAdmin.com
 Telephone: 1-800-205-6861
 Fax: 1-888-326-6411
 Mail: Infertility Insurance Settlement
 c/o Atticus Administration
 PO Box 64053
 Saint Paul, MN 55164

Please DO NOT contact the Court with questions about this Settlement.

28. IMPORTANT DATES AND DEADLINES TO REMEMBER:

BAR DATE: The date by which any optional forms you intend to complete for additional compensation consideration, requests for exclusion, or Settlement objections must be received by the Settlement Administrator.

HEARING DATE: The date on which the Court will consider whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

NOTICE OF CLASS ACTION SETTLEMENT

Goidel et al., v Aetna Life Insurance Company
 US District Court, Southern District of New York
 Case No. 1:21-cv-07619 (VSB)

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 OF APPROXIMATELY \$10,000**

The District Court for the Southern District of New York has authorized this Notice. This is NOT a solicitation from a lawyer. You have not done anything wrong. Please read this Notice carefully as it may affect your legal rights.

A proposed settlement has been reached in a class action about whether Aetna Life Insurance Company's ("Defendant," or "Aetna") health insurance policy was discriminatory and denied equal access to insurance coverage for artificial insemination to individuals in LGBTQ+ relationships in the state of New York. The lawsuit, titled *Goidel et al., v. Aetna Life Insurance Company*, Case No. 1:21-cv-07619 (VBS), is pending in the U.S. District Court for the Southern District of New York. In a class action, one or more individuals called "Named Plaintiffs" (in this case Emma Goidel, Ilana Lee, Madeleine Lee, and Lesley Brown) sue on behalf of all others who have similar claims. Aetna denies the allegations, and the Court did not rule in favor of Plaintiffs or Defendant. Rather, the parties agreed to this proposed settlement.

You have been identified as someone whose member files with Aetna Life Insurance Company ("Defendant," or "Aetna") contain a denial of a claim or precertification request for one of an agreed-upon set of qualifying artificial insemination codes, including for intracervical insemination ("ICI") or intrauterine insemination ("IUI"), submitted to Defendant for services between September 1, 2017, and May 31, 2024 (the "Class Period") but for whom we do not have sufficient information to determine whether you may have been in an Eligible LGBTQ+ Relationship in the state of New York. ("Category B Class Member").

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS CASE	
ATTEST TO LGBTQ+ RELATIONSHIP RECEIVED BY: BAR DATE	<p>Complete and timely submit an Attestation Form to confirm your relationship status at the time you sought coverage for fertility services from Aetna and receive an approximate \$10,000 Default Common Fund Amount payment upon Aetna's verification of your claim(s), or a proportionately reduced amount if there are more than 200 Class Members.</p> <p>You may also qualify automatically for the \$2,300 Default Dollars for Benefits Amount if Aetna has not already paid for artificial-insemination--related expenses (for ICI or IUI) that your plan would have covered.</p>
SUBMIT FORMS FOR ADDITIONAL COMPENSATION OPPORTUNITIES RECEIVED BY: BAR DATE	<p>You may complete and submit an <u>Out-Of-Pocket Expense Submission</u> to potentially receive additional compensation for out-of-pocket expenses incurred as a result of Aetna's denial of your infertility coverage.</p> <p>You may complete and submit a <u>Miscellaneous Harm Submission</u> evidencing additional harm arising from Aetna's denial of infertility coverage that is not otherwise covered by the Settlement.</p> <p>You may complete and submit a <u>Proof of Greater Covered Care Submission</u> evidencing that the procedures you underwent would have</p>

	been reimbursed by your healthcare plan in an amount greater than the \$2,300 Default Dollars for Benefits Amount.
REQUEST EXCLUSION FROM THE CLASS RECEIVED BY: BAR DATE	You may submit a written request to be excluded from the Settlement Class (“Opt-Out Request”) according to the instructions provided in this Notice. If you opt-out, you will not receive any money but will retain the right to sue Defendant on your own for the claims resolved in this action.
OBJECT TO THE SETTLEMENT RECEIVED BY: BAR DATE	You may object to the terms of the Settlement according to the instructions provided in this Notice and have your objections heard at the date Final Approval Hearing. You cannot request exclusion and also object; you will remain a member of the Class if you choose to object to the Settlement.

Your rights and options – *and the deadlines to exercise them* – are explained in this Notice.

BASIC INFORMATION

1. WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs Emma Goidel, Ilana Lee, Madeleine Lee, and Lesley Brown (“Plaintiffs” or “Class Representatives”) filed a class action lawsuit against Aetna Life Insurance Company (“Defendant” or “Aetna”). Plaintiffs filed the lawsuit on behalf of themselves and on behalf of the group or “Class” of persons who were allegedly discriminated against and denied equal access to fertility treatments as individuals in LGBTQ+ relationships. Defendant denies these allegations.

2. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action case, one or more persons sue on behalf of other people who have similar claims. The person or persons who sue are called the Class Representatives or Named Plaintiffs. The Named Plaintiffs represent all similarly situated people in the court. The Named Plaintiffs in this lawsuit are Emma Goidel, Ilana Lee, Madeleine Lee, and Lesley Brown. The entity(s) being sued (in this case Aetna Life Insurance Company) is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

3. WHY IS THERE A SETTLEMENT?

Both sides agreed to the Settlement. By agreeing to the Settlement, the attorneys representing the Settlement Class (“Class Counsel”) and Defendant’s Counsel (“Defense Counsel”) (collectively “Counsel”) avoid the costs, delay, and uncertainty of trial, and the Settlement Class Members receive the benefits described in this Notice. The Class Representatives and their attorneys think the Settlement is best for everyone who is affected.

4. WHY DID I RECEIVE A NOTICE IN THE MAIL ABOUT THIS CASE?

You received a Summary Notice in the mail because Defendant’s records reflect that your member files contain a denial of a claim or precertification request for one of an agreed-upon set of

qualifying artificial insemination codes submitted to Defendant for services between September 1, 2017 and May 31, 2024, but for whom we do not have sufficient information to determine whether you may have been in an Eligible LGBTQ+ Relationship.

Do not be alarmed. You have not been sued; nor have you “filed” a lawsuit. This Notice and the Summary Notice that was mailed to you simply inform you of the Named Plaintiffs’ lawsuit, let you know that you have been identified as Class Member, and inform you of your rights and options as a Class Member.

5. HOW DO I KNOW IF I AM A MEMBER OF THE CLASS?

The following classes of individuals have been certified by the Court to participate.

Category A Class: Individuals whose Aetna member files contain a denial of a claim or precertification request for one of an agreed-upon set of qualifying artificial insemination codes during the Class Period and information indicating that they may be eligible to participate in the settlement.

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Category C Class: Individuals whose Aetna member files contain a claim or precertification request for one of an agreed-upon set of qualifying in vitro fertilization (“IVF”) codes during the Class Period but whose artificial insemination history cannot be determined from Aetna’s member files, and for whom we do not have sufficient information to determine whether they may have been in an Eligible LGBTQ+ Relationship, or individuals who did not submit precertification or claim requests during the Class Period because they would be denied, and nevertheless underwent artificial insemination covered by one of an agreed-upon set of qualifying ICI or IUI codes.

YOU MAY BE A CATEGORY B CLASS MEMBER ACCORDING TO AETNA’S RECORDS

6. WHAT IS AN ELIGIBLE LGBTQ+ RELATIONSHIP?

The Settlement Agreement defined an Eligible LGBTQ+ Relationship as a relationship involving individuals who self-identify as LGBTQ+, consisting of one individual with a uterus in a LGBTQ+ relationship with a partner who was incapable of producing sperm due to being an individual who was assigned the female sex at birth, was intersex, or was assigned the male sex at birth and had transitioned or was in the process of transitioning to the opposite gender.

7. WHAT IS THE DEFINITION OF INFERTILITY?

For purposes of the proposed Settlement the Definition of Infertility means the definition in Aetna’s CPB No. 327 in effect when the Amended Complaint was filed which required individuals

without a sperm-producing partner to undergo 6 or 12 cycles of artificial insemination, depending on the individual's age, in order to establish unexplained infertility and qualify for healthcare coverage of infertility services.

8. WHAT CODES ARE INCLUDED IN THIS SETTLEMENT?

The Settlement Agreement covers the following codes associated with an artificial insemination medical procedure that can lead to pregnancy:

- S4035: Artificial Insemination Menotropin
Stimulated intrauterine insemination.
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In this procedure, the provider inserts prepared live sperm into the cervical canal.
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In this procedure, the provider inserts prepared live sperm into the uterus through the cervical canal.

9. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

Aetna has agreed to create a \$2,000,000 Common Fund, which Plaintiffs' counsel has determined be used to pay an approximately \$10,000 Default Common Fund Amount to every eligible Class Member who does not request exclusion. Aetna has agreed to separately pay for Dollars for Benefits Payments, valid Proof of Greater Covered Care Submissions, Administrative Costs, Class Representative Service Awards, and Attorneys' Fees and Costs as determined by the Court. Aetna has also agreed that any funds remaining in the Common Fund after all qualifying Default Common Fund Amount payments have been dispersed will be used to compensate Class Members for Out-of-Pocket Expense Submissions and Miscellaneous Harm Submissions. If there are more than 200 Class Members, Class Members may receive less than \$10,000 according to an equal split of the \$2,000,000 Common Fund, and there will be no payments for Out-of-Pocket Expense Submissions or Miscellaneous Harm Submissions.

The complete terms of the proposed Settlement are set forth in the Settlement Agreement on file with the Court and also available at www.InfertilityInsuranceSettlement.com. This Notice is only a summary of the Settlement and in case of any conflict the terms of the Agreement will control.

SETTLEMENT BENEFITS

10. WHAT WILL I RECEIVE AS PART OF THE SETTLEMENT ?

As a Category B Class Member, you will receive an approximate \$10,000 Default Common Fund Amount payment from the Common Fund if you complete and timely submit a valid Attestation Form. If there are more than 200 Class Members, Class Members may receive less than \$10,000 according to an equal split of the \$2,000,000 Common Fund. You will also receive a \$2,300 Default Dollars for Benefits Amount payment if Aetna has not already compensated you for artificial insemination that you sought coverage for during the Class Period, for a total of approximately \$12,300.

Additional compensation opportunities may also be available. *See Question 11.*

11. HOW DO I GET A PAYMENT? ARE THERE OPTIONS?

Category B Class Members who do not request exclusion will receive an approximate \$10,000 Default Common Fund Amount payment if a timely and complete Attestation form is submitted. If there are more than 200 Class Members, Category B Class Members will receive an amount proportionate to an equal split of the \$2,000,000 Common Fund. If Aetna has not already paid for artificial-insemination-related expenses (for ICI or IUI) that their medical plan would have covered but for the Definition of Infertility as of May 31, 2024, Category B Class Members will also receive a \$2,300 Default for Dollars for Benefits Amount payment from Aetna.

You may complete the Attestation Form online at www.InfertilityInsuranceSettlement.com.

-OR-

You may complete and send the Attestation Form that was mailed to you by mail, email, or fax using the contact information provided in Question 25.

The form must be received by the Settlement Administrator on or before Bar Date.

Additionally, Class Members have the option to complete and submit an [Out-of-Pocket Expense Submission](#) for additional expenses incurred as a direct result of Aetna's denial of infertility coverage, and/or a [Miscellaneous Harm Submission](#) for additional or other harm experienced as a result of the denial of infertility treatment not covered elsewhere by this settlement. Documentation to support your Out-of-Pocket Expense is required. Submissions will only be eligible for payment if there are funds remaining in the Common Fund after all Default Common Fund Amount payments have been distributed. Out-of-Pocket Expense and Miscellaneous Harm Submissions will be evaluated by Special Master Hon. Steven Gold who will divide any remaining funds in the Common Fund at his sole discretion.

All participating Class Members may also complete and submit a [Proof of Greater Covered Care Submission](#) if they underwent covered fertility treatment that would have resulted in reimbursement exceeding the \$2,300 Default Dollars for Benefits Amount by their Aetna healthcare plan during the Class Period, if not for the Definition of Infertility. Documentation evidencing the claims is required, and evaluation of the forms and eligibility for payment will be at Aetna's sole discretion.

YOU MUST COMPLETE AND SUBMIT THE ATTESTATION FORM TO BE CONSIDERED FOR THESE OPTIONS.

You may complete and submit the optional compensation forms and upload your supporting documentation online at www.InfertilityInsuranceSettlement.com.

-OR-

You may complete and submit any of these forms which were mailed to you by mail, email, or fax using the contact information provided in Question 25.

The forms must be received by the Settlement Administrator on or before Bar Date.

12. WHEN WILL I GET PAID?

The Court will hold a Final Approval Hearing on hearing date to determine if the settlement is fair, adequate, and in the best interest of the Settlement Class. Payments cannot be distributed until after the Court enters a Final Approval Order and the Settlement becomes final and effective. We do not know how long this process will take. Please visit the settlement website at www.InfertilityInsuranceSettlement.com for updates on the outcome of the hearing.

EXCLUSION FROM THE SETTLEMENT CLASS

13. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want to be a member of the Class you must mail a written request to be excluded from the Damages Settlement Class (“Request for Exclusion,” or “Opt-Out Request”) to the Settlement Administrator so it is received on or before Bar Date at:

Infertility Insurance Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

To be valid, the Request for Exclusion must be in writing and include the name, date of birth, address, and social security number of the person requesting exclusion, as well as a clear statement communicating the person’s election to be excluded from the Damages Settlement Class.

Class Members who submit valid, complete, and timely Requests for Exclusion will be removed from the Class, will not be bound by the Settlement Agreement and subsequent proceedings, orders, and judgments, and will not be eligible to receive a payment from the Settlement, but will retain their rights to pursue claims against Defendant at your own risk and expense, should you choose to do so.

14. IF I DON’T EXCLUDE MYSELF, CAN I SUE AETNA FOR THE SAME THING?

No. Unless you exclude yourself, you give up the right to sue the Aetna for the claims that the Settlement resolves and will not be able to participate in other class action lawsuits against Aetna regarding the claims at issue in this case. You must exclude yourself from the Settlement Class in order to try to pursue your own lawsuit.

15. CAN I EXCLUDE MYSELF AND STILL RECEIVE A PAYMENT?

No. You will not receive a payment if you exclude yourself from the Settlement.

16. WHAT HAPPENS IF I DON’T DO ANYTHING?

If you are a Category B Class Member and you choose to do nothing, you will be bound by the terms of the Settlement Agreement, but you will not receive a payment from the Settlement.

SETTLEMENT OBJECTIONS

17. HOW DO I TELL THE COURT I DO NOT LIKE THE SETTLEMENT?

If you wish to object to the fairness, reasonableness, or adequacy of the proposed Settlement, including Class Counsel's Attorneys' Fees and Costs Application, **and you do not request exclusion**, you may file an objection and mail it to the Settlement Administrator, so it is received on or before Bar Date at:

Infertility Insurance Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

A written objection must include:

- Your name, address, telephone number, and email address if available,
- The name and docket number of the Action: *Goidel et al., v Aetna Life Insurance Company*, Case No. 1:21-cv-07619 (VSB),
- An explanation of your objections and specific reasons for them,
- An indication of whether the objection(s) are specific to the objector, a subset (Category) of the Class, or the entire Class,
- All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel,
- Any evidence you wish to introduce in support of each objection,
- An indication of whether you intend to speak at the Fairness Hearing,

Class Members may object on their own, or through counsel hired at their own expense. Any hired counsel by a Class Member for the purpose of objecting must serve notice of appearance on Class Counsel and Counsel for Defendant and e-file the notice of appearance using the Court's CM/ECF system so it is received by Counsel and the Court by Bar Date. *See Question 20 for more information.*

18. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class or the lawsuit. You cannot request exclusion **and** object to the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

19. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Order at TIME on DATE in Courtroom # of the NAME Courthouse located at ADDRESS. At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider whether to approve Class Counsel's Attorneys' Fees and Expenses Application and the Class Representatives' Service Awards. If there are objections, the Judge will consider them. The Judge will listen to people who have asked to speak at the hearing. After the hearing, the Judge will decide whether to approve the settlement. We do not know how long the decision will take.

You are not required to attend the hearing. Updates on the status of the hearing and the Court's determination will be posted at www.InfertilityInsuranceSettlement.com when available.

20. CAN I SPEAK AT THE FINAL APPROVAL HEARING?

Class Members who submit timely written objections may appear at the Final Approval Hearing in person or through counsel retained at the Class Member's own expense.

If you intend to appear at the Final Approval Hearing on your own behalf, you must send a letter to the Settlement Administrator's office notifying the Administrator of your intent to appear. The letter must include the Class Member's name, address, telephone number, email address if available, and your signature. Send your notice of intention to appear to the Settlement Administrator so it is received on or before Bar Date at:

Infertility Insurance Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

If you retained counsel at your own expense to appear on your behalf at the Final Approval Hearing, such counsel must serve a notice of intent to appear on Class Counsel and Counsel for Defendant and e-file using the Court's CM/ECF System (<https://ecf.nysd.uscourts.gov/>) so it is received on or before Bar Date. Counsel can be notified at the following addresses:

EMERY CELLI
BRINCKERHOFF
ABADY WARD & MAAZEL
LLP
Zoe Salzman
Debra L. Greenberger
Eric Abrams
600 Fifth Avenue, 10th Floor
New York, NY 10020

NATIONAL WOMEN'S LAW
CENTER
Michelle Banker
Noel León
Alison Tanner
Sudria Twyman
Donya Khadem
1350 Eye Street NW, Suite 700
Washington, DC 20005

BAKER BOTTS LLP
Earl B. Austin
Sarah Reeves
30 Rockefeller Plaza
New York, NY 10112

CLASS COUNSEL

21. DO I HAVE A LAWYER?

The Court appointed the Class Representatives' attorneys in the Action as Counsel for the Class ("Class Counsel"). Class Counsel are Zoe Salzman, Debra L. Greenberger, and Eric Abrams of Emery Celli Brinckerhoff Abady Ward & Maazel, LLP, and Michelle Banker, Noel R. León, Alison Tanner, Sudria Twyman, and Donya Khadem of the National Women's Law Center. You are not required to hire your own attorney because Class Counsel is working on your behalf as a member of the Class. If you want to hire your own lawyer, you may do so at your own expense.

22. DO I NEED TO HIRE MY OWN LAWYER?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

23. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to award its Attorneys' Fees and Expenses Application in an amount not to exceed \$1,625,000. Class Counsel will submit the application in advance of the Final Approval Hearing. Aetna will pay all Court-approved attorneys' fees and costs and payments within 30 days of receipt of all documentation necessary to effectuate payment separate and apart

from the \$2,000,000 Common Fund, Dollars for Benefits Payments, Class Representative Fees, and costs for the Administrator and Special Master.

24. ARE THE NAMED PLAINTIFFS BEING PAID TO REPRESENT THE CLASS?

Class Counsel will request Court approval of Service Award Payments to the Class Representatives in the amount of \$15,000 each as part of its Attorneys' Fees and Expenses Application. Class Counsel will submit the application in advance of the Final Approval Hearing. Aetna will pay the Court-approved Class Representatives' Service Award Payments within 30 days of receipt of all documentation necessary to effectuate payment separate and apart from the \$2,000,000 Common Fund, Dollars for Benefits Payments, Class Representative Fees, and costs for the Administrator and Special Master.

MORE INFORMATION

25. WHERE CAN I FIND MORE SETTLEMENT INFORMATION?

Additional information about the proposed settlement, including access to Court Documents, answers to frequently asked questions and paper and online versions of Out-of-Pocket Expense Submission, Miscellaneous Harm Submission, and Proof of Greater Covered Care Submission are available at online at www.InfertilityInsuranceSettlement.com.

You may also contact the Settlement Administrator by email, telephone, fax, or mail as follows:

Email: InfertilityInsuranceSettlement@AtticusAdmin.com
Telephone: 1-800-205-6861
Fax: 1-888-326-6411
Mail: Infertility Insurance Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

Please DO NOT contact the Court with questions about this Settlement.

28. IMPORTANT DATES AND DEADLINES TO REMEMBER:

BAR DATE: The date by which any optional forms you intend to complete for additional compensation consideration, requests for exclusion, or Settlement objections must be received by the Settlement Administrator.

HEARING DATE: The date on which the Court will consider whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

NOTICE OF CLASS ACTION SETTLEMENT

Goidel et al., v. Aetna Life Insurance Company
U.S. District Court, Southern District of New York
Case No. 1:21-cv-07619 (VSB)

YOU MAY BE ELIGIBLE TO RECEIVE A PAYMENT OF APPROXIMATELY \$10,000

The District Court for the Southern District of New York has authorized this Notice. This is NOT a solicitation from a lawyer. You have not done anything wrong. Please read this Notice carefully as it may affect your legal rights.

A proposed settlement has been reached in a class action about whether Aetna Life Insurance Company's ("Defendant," or "Aetna") health insurance policy was discriminatory and denied equal access to insurance coverage for artificial insemination to individuals in LGBTQ+ relationships in the state of New York. The lawsuit, titled *Goidel et al., v. Aetna Life Insurance Company*, Case No. 1:21-cv-07619 (VBS), is pending in the U.S. District Court for the Southern District of New York. In a class action, one or more individuals called "Named Plaintiffs" (in this case Emma Goidel, Ilana Lee, Madeleine Lee, and Lesley Brown) sue on behalf of all others who have similar claims. Aetna denies the allegations, and the Court did not rule in favor of Plaintiffs or Defendant. Rather, the parties agreed to this proposed settlement.

You have been identified as someone whose member files with Aetna Life Insurance Company ("Defendant," or "Aetna") contain a claim or precertification request for one of an agreed-upon set of qualifying in vitro fertilization ("IVF") codes submitted to Defendant for services between September 1, 2017, and May 31, 2024 (the "Class Period") but whose artificial insemination history (history of undergoing intracervical insemination ("ICI") or intrauterine insemination ("IUI")) cannot be determined from information you previously provided to Aetna, and for whom we do not have sufficient information to determine whether you may have been in an Eligible LGBTQ+ Relationship ("Category C Class Member").

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS CASE	
ATTEST TO LGBTQ+ RELATIONSHIP AND SUBMIT CLAIM FORM RECEIVED BY: BAR DATE	<p>Complete and timely submit (1) an Attestation Form to confirm your relationship status at the time you could have sought coverage from Aetna for artificial insemination services received and (2) a Claim Submission Form evidencing that you underwent artificial insemination associated with one of an agreed-upon set of qualifying ICI or IUI codes, and you will receive an approximate \$10,000 Default Common Fund Amount payment upon Aetna's verification of your claim(s), or a proportionately reduced amount if there are more than 200 Class Members.</p> <p>Thereafter, you may also qualify for the \$2,300 Default Dollars for Benefits Amount if Aetna has not already paid for artificial-insemination-related expenses (for ICI or IUI) that your plan would have covered.</p>
SUBMIT FORMS FOR ADDITIONAL	<p>You may complete and submit an <u>Out-Of-Pocket Expense Submission</u> to potentially receive additional compensation for out-of-pocket</p>

COMPENSATION OPPORTUNITIES RECEIVED BY: BAR DATE	<p>expenses incurred as a result of Aetna’s denial of your infertility coverage.</p> <p>You may complete and submit a <u>Miscellaneous Harm Submission</u> evidencing additional harm arising from Aetna’s denial of infertility coverage that is not otherwise covered by the Settlement.</p> <p>You may complete and submit a <u>Proof of Greater Covered Care Submission</u> evidencing that the procedures you underwent would have been reimbursed by your healthcare plan in an amount greater than the \$2,300 Default Dollars for Benefits Amount.</p>
REQUEST EXCLUSION FROM THE CLASS RECEIVED BY: BAR DATE	<p>You may submit a written request to be excluded from the Settlement Class (“Opt-Out Request”) according to the instructions provided in this Notice. If you opt-out, you will not receive any money but will retain the right to sue Defendant on your own for the claims resolved in this action.</p>
OBJECT TO THE SETTLEMENT RECEIVED BY: BAR DATE	<p>You may object to the terms of the Settlement according to the instructions provided in this Notice and have your objections heard at the date Final Approval Hearing. You cannot request exclusion and also object; you will remain a member of the Class if you choose to object to the Settlement.</p>

Your rights and options – *and the deadlines to exercise them* – are explained in this Notice.

BASIC INFORMATION

1. WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs Emma Goidel, Ilana Lee, Madeleine Lee, and Lesley Brown (“Plaintiffs” or “Class Representatives”) filed a class action lawsuit against Aetna Life Insurance Company (“Defendant” or “Aetna”). Plaintiffs filed the lawsuit on behalf of themselves and on behalf of the group or “Class” of persons who were allegedly discriminated against and denied equal access to fertility treatments as individuals in LGBTQ+ relationships. Defendant denies these allegations.

2. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action case, one or more persons sue on behalf of other people who have similar claims. The person or persons who sue are called the Class Representatives or Named Plaintiffs. The Named Plaintiffs represent all similarly situated people in the court. The Named Plaintiffs in this lawsuit are Emma Goidel, Ilana Lee, Madeleine Lee, and Lesley Brown. The entity(s) being sued (in this case Aetna Life Insurance Company) is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

3. WHY IS THERE A SETTLEMENT?

Both sides agreed to the Settlement. By agreeing to the Settlement, the attorneys representing the Settlement Class (“Class Counsel”) and Defendant’s Counsel (“Defense Counsel”) (collectively

“Counsel”) avoid the costs, delay, and uncertainty of trial, and the Settlement Class Members receive the benefits described in this Notice. The Class Representatives and their attorneys think the Settlement is best for everyone who is affected.

4. WHY DID I RECEIVE A NOTICE IN THE MAIL ABOUT THIS CASE?

You received a Summary Notice in the mail because Defendant’s records reflect that your member files contain a claim or precertification request for one of an agreed-upon set of qualifying IVF codes with dates of service between September 1, 2017 and May 31, 2024 but whose artificial insemination history (history of undergoing ICI or IUI) cannot be determined from information you previously provided to Aetna, and for whom we do not have sufficient information to determine whether you may have been in an Eligible LGBTQ+ Relationship.

Do not be alarmed. You have not been sued; nor have you “filed” a lawsuit. This Notice and the Summary Notice that was mailed to you simply inform you of the Named Plaintiffs’ lawsuit, let you know that you have been identified as Class Member, and inform you of your rights and options as a Class Member.

5. HOW DO I KNOW IF I AM A MEMBER OF THE CLASS?

The following classes of individuals have been certified by the Court to participate.

Category A Class: Individuals whose Aetna member files contain a denial of a claim or precertification request for one of an agreed-upon set of qualifying artificial insemination codes during the Class Period and information indicating that they may be eligible to participate in the settlement.

Category B Class: Individuals whose Aetna member files contain a denial of a claim or precertification request for one of an agreed-upon set of qualifying artificial insemination codes during the Class Period, but for whom we do not have sufficient information to determine whether they may have been in an Eligible LGBTQ+ Relationship.

Category C Class: Individuals whose Aetna member files contain a claim or precertification request for one of an agreed-upon set of qualifying in vitro fertilization (“IVF”) codes during the Class Period but whose artificial insemination history cannot be determined from Aetna’s member files, and for whom we do not have sufficient information to determine whether they may have been in an Eligible LGBTQ+ Relationship, or individuals who did not submit precertification or claim requests during the Class Period because they would be denied, and nevertheless underwent artificial insemination covered by one of an agreed-upon set of qualifying ICI or IUI codes.

YOU MAY BE A CATEGORY C CLASS MEMBER ACCORDING TO AETNA’S RECORDS

6. WHAT IS AN ELIGIBLE LGBTQ+ RELATIONSHIP?

The Settlement Agreement defined an Eligible LGBTQ+ Relationship as a relationship involving individuals who self-identify as LGBTQ+, consisting of one individual with a uterus in a LGBTQ+ relationship with a partner who was incapable of producing sperm due to being an individual who was assigned the female sex at birth, was intersex, or was assigned the male sex at birth and had transitioned or was in the process of transitioning to the opposite gender.

7. WHAT IS THE DEFINITION OF INFERTILITY?

For purposes of the proposed Settlement, the Definition of Infertility means the definition in Aetna's CPB No. 327 in effect when the Amended Complaint was filed which required individuals without a sperm-producing partner to undergo 6 or 12 cycles of artificial insemination, depending on the individual's age, in order to establish unexplained infertility and qualify for healthcare coverage of infertility services.

8. WHAT CODES ARE INCLUDED IN THIS SETTLEMENT?

The Settlement Agreement covers the following codes associated with an artificial insemination medical procedure that can lead to pregnancy:

- S4035: Artificial Insemination Menotropin
Stimulated intrauterine insemination.
- 58321: Artificial Insemination; intra-cervical
In this procedure, the provider inserts prepared live sperm into the cervical canal.
- 58322: Artificial Insemination; intra-uterine
In this procedure, the provider inserts prepared live sperm into the uterus through the cervical canal.

9. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

Aetna has agreed to create a \$2,000,000 Common Fund, which Plaintiffs' counsel has determined be used to pay an approximately \$10,000 Default Common Fund Amount to every eligible Class Member who does not request exclusion. Aetna has agreed to separately pay for Dollars for Benefits Payments, valid Proof of Greater Covered Care Submissions, Administrative Costs, Class Representative Service Awards, and Attorneys' Fees and Costs as determined by the Court. Aetna has also agreed that any funds remaining in the Common Fund after all qualifying Default Common Fund Amount payments have been dispersed will be used to compensate Class Members for Out-of-Pocket Expense Submissions and Miscellaneous Harm Submissions. If there are more than 200 Class Members, Class Members may receive less than \$10,000 according to an equal split of the \$2,000,000 Common Fund, and there will be no payments for Out-of-Pocket Expense Submissions and Miscellaneous Harm Submissions.

The complete terms of the proposed Settlement are set forth In the Settlement Agreement on file with the Court and also available at www.InfertilityInsuranceSettlement.com. This Notice is only a summary of the Settlement and in case of any conflict the terms of the Agreement will control.

SETTLEMENT BENEFITS

10. WHAT WILL I RECEIVE AS PART OF THE SETTLEMENT ?

As a Category C Class Member, you will receive an approximate \$10,000 Default Common Fund Amount payment from the Common Fund if you timely complete and submit an Attestation Form and a Claim Submission Form with valid supporting evidence so it is received by the Settlement Administrator on or before Bar Date, and it is verified and approved by Aetna. If there are more than 200 Class Members, Class Members may receive less than \$10,000 according to an equal split of the \$2,000,000 Common Fund. You will also receive a \$2,300 Default Dollars for Benefits Amount payment if Aetna has not already paid for artificial insemination-related expenses (for ICI or IUI) that your plan would have covered during the Class Period, for a total of approximately \$12,300.

Additional compensation opportunities may also be available. *See Question 11.*

11. HOW DO I GET A PAYMENT? ARE THERE OPTIONS?

Category C Class Members who do not request exclusion will receive an approximate \$10,000 Default Common Fund Amount payment if a timely and complete [Attestation Form](#) and a timely and complete [Claim Submission Form](#) with supporting evidence is submitted and approved by Aetna. Aetna will review and determine eligibility in its sole discretion. If there are more than 200 Class Members, Category C Class Members will receive an amount proportionate to an equal split of the \$2,000,000 Common Fund. If Aetna has not already paid for artificial-insemination-related expenses (for ICI or IUI) that their medical plan would have covered but for the Definition of Infertility as of May 31, 2024, Category C Class Members will also receive a \$2,300 Default for Dollars for Benefits Amount payment from Aetna.

You may complete these forms and upload your supporting documentation online at www.InfertilityInsuranceSettlement.com.

-OR-

You may complete and send the Attestation Form and Claim Submission Form that were mailed to you by mail, email, or fax using the contact information provided in Question 25.

The forms must be received by the Settlement Administrator on or before Bar Date.

Additionally, all participating Class Members have the option to complete and submit an [Out-of-Pocket Expense Submission](#) for additional expenses incurred as a result of Aetna's denial of infertility coverage, and/or a [Miscellaneous Harm Submission](#) for additional or other harm experienced as a result of the denial of infertility treatment not covered elsewhere by this settlement. Documentation to support your Out-of-Pocket Expense is required. Submissions will only be eligible for payment if there are funds remaining in the Common Fund after all Default Common Fund Amount payments have been distributed. Out-of-Pocket Expense and Miscellaneous Harm Submissions will be evaluated by Special Master Hon. Steven Gold who will divide any remaining funds in the Common Fund at his sole discretion.

All participating Class Members may also complete and submit a [Proof of Greater Covered Care Submission](#) if they underwent covered fertility treatment that would have resulted in reimbursement exceeding the \$2,300 Default Dollars for Benefits Amount by their Aetna healthcare plan during the Class Period, if not for the Definition of Infertility. Documentation evidencing the claims is required, and evaluation of the forms and eligibility for payment will be at Aetna's sole discretion.

YOU MUST COMPLETE AND SUBMIT THE ATTESTATION FORM AND CLAIM SUBMISSION FORM TO BE CONSIDERED FOR THE OUT-OF-POCKET SUBMISSION FORM, MISCELLANEOUS HARM SUBMISSION, AND PROOF OF GREATER COVERED CARE SUBMISSIONS OPTIONS.

You may complete and submit the optional compensation forms and upload your supporting documentation online at www.InfertilityInsuranceSettlement.com.

-OR-

You may complete and submit any of these forms which were mailed to you by mail, email, or fax using the contact information provided in Question 25.

The forms must be received by the Settlement Administrator on or before Bar Date.

12. WHEN WILL I GET PAID?

The Court will hold a Final Approval Hearing on hearing date to determine if the settlement is fair, adequate, and in the best interest of the Settlement Class. Payments cannot be distributed until after the Court enters a Final Approval Order and the Settlement becomes final and effective. We do not know how long this process will take. Please visit the settlement website at www.InfertilityInsuranceSettlement.com for updates on the outcome of the hearing.

EXCLUSION FROM THE SETTLEMENT CLASS

13. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want to be a member of the Class you must mail a written request to be excluded from the Damages Settlement Class ("Request for Exclusion," or "Opt-Out Request") to the Settlement Administrator so it is received on or before Bar Date at:

Infertility Insurance Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

To be valid, the Request for Exclusion must be in writing and include the name, date of birth, address, and social security number of the person requesting exclusion, as well as a clear statement communicating the person's election to be excluded from the Damages Settlement Class.

Class Members who submit valid, complete, and timely Requests for Exclusion will be removed from the Class, will not be bound by the Settlement Agreement and subsequent proceedings, orders, and judgments, and will not be eligible to receive a payment from the Settlement, but will

retain their rights to pursue claims against Defendant at your own risk and expense, should you choose to do so.

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No. Unless you exclude yourself, you give up the right to sue the Aetna for the claims that the Settlement resolves and will be unable to participate in other class action lawsuits against Aetna regarding the claims at issue in this case. You must exclude yourself from the Settlement Class in order to try to pursue your own lawsuit.

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No. You will not receive a payment if you exclude yourself from the Settlement.

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If you are a Category C Class Member and you choose to do nothing, you will be bound by the terms of the Settlement Agreement, but you will not receive a payment from the Settlement.

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Saint Paul, MN 55164

A written objection must include:

- Your name, address, telephone number, and email address if available,
- The name and docket number of the Action: *Goidel et al., v Aetna Life Insurance Company*, Case No. 1:21-cv-07619 (VSB),
- An explanation of your objections and specific reasons for them,
- An indication of whether the objection(s) are specific to the objector, a subset (Category) of the Class, or the entire Class,
- All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel,
- Any evidence you wish to introduce in support of each objection,
- An indication of whether you intend to speak at the Fairness Hearing,

Class Members may object on their own, or through counsel hired at their own expense. Any hired counsel by a Class Member for the purpose of objecting must serve notice of appearance on Class Counsel and Counsel for Defendant and e-file the notice of appearance using the Court's CM/ECF system so it is received by Counsel and the Court by Bar Date. *See Question 20 for more information.*

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Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class or the lawsuit. You cannot request exclusion **and** object to the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

19. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Order at TIME on DATE in Courtroom # of the NAME Courthouse located at ADDRESS. At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider whether to approve Class Counsel's Attorneys' Fees and Expenses Application and the Class Representatives' Service Awards. If there are objections, the Judge will consider them. The Judge will listen to people who have asked to speak at the hearing. After the hearing, the Judge will decide whether to approve the settlement. We do not know how long the decision will take.

You are not required to attend the hearing. Updates on the status of the hearing and the Court's determination will be posted at www.InfertilityInsuranceSettlement.com when available.

20. CAN I SPEAK AT THE FINAL APPROVAL HEARING?

Class Members who submit timely written objections may appear at the Final Approval Hearing in person or through counsel retained at the Class Member's own expense.

If you intend to appear at the Final Approval Hearing on your own behalf, you must send a letter to the Settlement Administrator's office notifying the Administrator of your intent to appear. The letter must include the Class Member's name, address, telephone number, email address if available, and your signature. Send your notice of intention to appear to the Settlement Administrator so it is received on or before Bar Date at:

Infertility Insurance Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

If you retained counsel at your own expense to appear on your behalf at the Final Approval Hearing, such counsel must serve a notice of intent to appear on Class Counsel and Counsel for Defendant and e-file using the Court's CM/ECF System (<https://ecf.nysd.uscourts.gov/>) so it is received on or before Bar Date. Counsel can be notified at the following addresses:

EMERY CELLI
BRINCKERHOFF
ABADY WARD & MAAZEL
LLP
Zoe Salzman
Debra L Greenberger
Eric Abrams

NATIONAL WOMEN'S LAW
CENTER
Michelle Banker
Noel León
Alison Tanner
Sudria Twyman
Donya Khadem

BAKER BOTTS LLP
Earl B. Austin
Sarah Reeves
30 Rockefeller Plaza
New York, NY 10112

600 Fifth Avenue, 10th Floor
New York, NY 10020

1350 Eye Street NW, Suite 700
Washington, DC 20005

CLASS COUNSEL

21. DO I HAVE A LAWYER?

The Court appointed the Class Representatives' attorneys in the Action as Counsel for the Class ("Class Counsel"). Class Counsel are Zoe Salzman, Debra L. Greenberger, and Eric Abrams of Emery Celli Brinckerhoff Abady Ward & Maazel, LLP, and Michelle Banker, Noel R. León, Alison Tanner, Sudria Twyman, and Donya Khadem of the National Women's Law Center. You are not required to hire your own attorney because Class Counsel is working on your behalf as a member of the Class. If you want to hire your own lawyer, you may do so at your own expense.

22. DO I NEED TO HIRE MY OWN LAWYER?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

23. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to award its Attorneys' Fees and Expenses Application in an amount not to exceed \$1,625,000. Class Counsel will submit the application in advance of the Final Approval Hearing. Aetna will pay all Court-approved attorneys' fees and costs and payments within 30 days of receipt of all documentation necessary to effectuate payment separate and apart from the \$2,000,000 Common Fund, Dollars for Benefits Payments, Class Representative Fees, and costs for the Administrator and Special Master.

24. ARE THE NAMED PLAINTIFFS BEING PAID TO REPRESENT THE CLASS?

Class Counsel will request Court approval of Service Award Payments to the Class Representatives in the amount of \$15,000 each as part of its Attorneys' Fees and Expenses Application. Class Counsel will submit the application in advance of the Final Approval Hearing. Aetna will pay the Court-approved Class Representatives' Service Award Payments within 30 days receipt of all documentation necessary to effectuate payment separate and apart from the \$2,000,000 Common Fund, Dollars for Benefits Payments, Class Representative Fees, and costs for the Administrator and Special Master.

MORE INFORMATION

25. WHERE CAN I FIND MORE SETTLEMENT INFORMATION?

Additional information about the proposed settlement, including access to Court Documents, answers to frequently asked questions and paper and online versions of Out-of-Pocket Expense Submission, Miscellaneous Harm Submission, and Proof of Greater Covered Care Submission are available at online at www.InfertilityInsuranceSettlement.com.

You may also contact the Settlement Administrator by email, telephone, fax, or mail as follows:

Email: InfertilityInsuranceSettlement@AtticusAdmin.com
Telephone: 1-800-205-6861
Fax: 1-888-326-6411
Mail: Infertility Insurance Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

Please DO NOT contact the Court with questions about this Settlement.

26. IMPORTANT DATES AND DEADLINES TO REMEMBER:

BAR DATE: The date by which any optional forms you intend to complete for additional compensation consideration, requests for exclusion, or Settlement objections must be received by the Settlement Administrator.

HEARING DATE: The date on which the Court will consider whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.